

4-2021

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THIS BOOK DOES  
NOT CIRCULATE

A G R E E M E N T

between the

Englewood Educational Secretaries Association

and the

Board of Education

of Englewood

the county of Bergen

New Jersey

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PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO on this 22nd day of June,  
1970, by and between the ENGLEWOOD BOARD OF EDUCATION, (hereinafter re-  
ferred to as the "Board") and the ENGLEWOOD EDUCATIONAL SECRETARIES AS-  
OCIATION ( hereinafter referred to as the "Association").

WITNESSETH

WHEREAS the Board has an obligation, pursuant to Chapter 303,  
Public Laws of 1968, to negotiate with a representative selected by a  
majority of employees in an appropriate unit with respect to the terms  
and conditions of employment pertaining to such unit;

WHEREAS attainment of the objectives of the educational program  
conducted in the schools of the district requires mutual understanding  
and cooperation among the Board, the Superintendent, the professional  
personnel, the other personnel, and citizens of the community. To this  
end, free and open exchange of views is desirable, proper and necessary.

WHEREAS the Board and the Association recognize the importance of  
orderly, just and expeditious resolution of disputes which may arise as  
to proper interpretation or implementation of this agreement or of poli-  
cies or regulations of the Board and accordingly herein agree upon a  
grievance procedure for the effective processing of such disputes.

WHEREAS despite reference herein to the Board or Association as such,  
each reserves the right to act hereunder by committee, individual member,

or designated representative, professional or lay, whether or not a member. Each party will provide to the other upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority to act.

WHEREAS the provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.

WHEREAS the parties have reached certain understandings which they desire to confirm by this Agreement, the Board and the Association accept the provision of this Agreement as commitments which they will cooperatively and in good faith honor.

RESOLVED: in consideration of the following mutual covenants it is hereby agreed as follows;

ARTICLE I  
RECOGNITION

1. The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the classifications here set forth: Secretarial and Clerical Staff.
2. Unless otherwise indicated, the term "employee," when used herein-after in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

1. Not later than October 15, 1970, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.
2. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
3. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
4. This Agreement shall not be modified in whole or in part by the parties except by an instrument of agreement in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

1. a. A "grievance" is an appeal of the interpretation, application of violation of policies, agreements and administrative decisions affecting an employee. The term "grievance", however, and the procedure hereinafter set forth relative thereto, shall not be deemed applicable to the instance of a failure or refusal of the Board to renew the contract of a non-tenure employee. In such instance, an informal conference to discuss the reasons for such failure or refusal with the principal and/or supervisor involved, the Superintendent of Schools, or both, will be granted upon the request of the individual employee. At such employees option, an EESA representative may be present at such conference or conferences.  
b. An "aggrieved" person is the employee or employees making the appeal.  
c. A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the appeal.  
d. Work day - any regularly scheduled work day for the secretarial staff.
2. Procedure for Adjusting Complaints and Grievances
  - a. The aggrieved employee shall first discuss his complaint orally with his immediate supervisor, either alone or accompanied by an Association representative, with the objective of resolving the matter informally.

b. Step 1 - In the event the complaint is not resolved informally, the Association representative and/or the aggrieved employee shall present the grievance, in writing, to the supervisor designated for such employee within five (5) work days following the attempt at informal resolution. Within five (5) work days the supervisor shall meet with the representative and/or the aggrieved employee involved in an effort to resolve the grievance. Within five (5) work days after the grievance meeting said supervisor shall communicate his decision in writing to the Association representative and/or the aggrieved employee.

c. Step 2 - The Association and/or the aggrieved employee may appeal the decision of the supervisor to the Superintendent or his designee within five (5) work days after receiving the decision of the supervisor. The appeal shall be in writing and shall be accompanied by a copy of the supervisor's decision. The Superintendent or his designee shall hold a hearing on the grievance appeal. He may hear witnesses or employees who participated in the first step of the grievance procedure or any other participants and evidence relevant to the issues involved. Within five (5) work days after the Superintendent or his designee shall communicate his decision, in writing, together with the supporting reason, to the aggrieved employee, the Association, the supervisor of the department, and the Principal of the school, the the event that the work location is a school.

d. Step 3 - If the aggrieved employee and/or the Asscciation is not satisfied with the disposition of the grievance in Step 2, or if no

decision has been rendered within five (5) work days after presentation of the grievance to the Superintendent, the aggrieved employee and/or the Association may file the grievance with the Board of Education. The appeal shall be in writing and shall be accompanied by the written decision of the original supervisor and written decisions of the Superintendent. The Board or a committee thereof shall hold a hearing on the grievance appeal. The Board or its committee may hear witnesses who have participated in the first two steps of the grievance procedure or any other participants and evidence relevant to the issues involved. Within ten (10) work days, the Board shall communicate its decision, in writing, together with the supporting reason to the aggrieved employee and the Association.

e. Step 4 - If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance in Step 3, or if no decision has been rendered within ten (10) work days after presentation of the grievance to the Board, the grievance shall be submitted to an arbitrator mutually agreed upon by the parties involved. The arbitrator's decision shall be advisory only upon the parties. If no mutual agreement can be made concerning the selection of an arbitrator within ten (10) work days, then the grievance shall automatically be submitted for advisory arbitration pursuant to the rules and regulations established by PERC under provisions of Chapter 303, Public Laws of 1963. A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved person and the Board

shall mutually agree upon a longer time period within which to assert such a request.

f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

g. The employee and the Association shall be given at least two (2) days notice, in writing, of the time and place of each hearing, at each step.

h. Failure at any step of this procedure to communicate the decision on a grievance with the specified time limits shall permit the Association to lodge an appeal at the next step of this procedure.

i. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement.

j. If a grievance arises from an action of authority higher than the immediate supervisor, the Association may present the grievance at Step 2 of this procedure without Step 1 thereof.

k. Whenever members of the negotiating unit are mutually scheduled by the parties hereto to participate in the processing of a grievance, they will suffer no loss in pay.

l. No reprisals of any kind shall be taken by the Board or by any member of the administrative staff against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

m. Any party in interest may be represented at any or all stages of the grievance procedure by himself, or, at his option by a representative selected by the Association. When a party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

ARTICLE IV  
EMPLOYEE RIGHTS

1. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
3. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

4. Whenever any employee is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

## ARTICLE V

## ASSOCIATION RIGHTS AND PRIVILEGES

1. The Board agrees to furnish to the Association in response to reasonable requests from time to time all information legally available to the public.
2. Whenever any representative of the Association or any employee participates during working hours in jointly initiated negotiations, or grievance proceedings, she shall, in accordance with the law, suffer no loss in pay.
3. The Association and its representatives shall have the right to use school buildings at reasonable hours for business meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings and application made for use of the building with the proper authority.
4. The Association shall have the right to requisition from the proper authorities, school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.
5. Adequate bulletin board space shall be reserved in each work location in a place to be designated by the supervisor at such work location, readily accessible to all members of the bargaining unit, for the posting of Association notices and other material dealing with proper and legitimate Association business. All such notices and material shall bear the signature

of a responsible Association official or shall clearly indicate that its issuer or publisher is the Association. The bulletin board space shall be identified with the name of the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board.

6. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.

7. In the event there is no local Association Representative in any work location, an authorized Representative from another work location may be designated the authorized representative of the Association by a letter of authorization signed by the President of the Association, to carry out all duties and responsibilities of Association Representatives as set forth in this Agreement, except that such representative shall not be entitled to leave the premises of the work location in which she works during her working hours.

8. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

## ARTICLE VI

### SALARY - HOURS

1. The salaries of all employees covered by this agreement are set forth in Appendix "A".
2. The regular work week shall be considered to be 35 hours. It is agreed that all school offices will be opened from 9 a.m. to 4 p.m. on those days that children are not normally in school.
3. A work day shall consist of eight hours including lunch time. All secretarial-clerical personnel shall be allowed a relief period in both the morning and afternoon whenever it is possible to arrange with their immediate supervisor.
4. The work week during the summer months shall be 30 hours beginning with the first day after the last day of school and ending on the day prior to the first day of the new school year.
5. All secretarial-clerical personnel are employed on 52 calendar weeks. The work year of the 52 week employee is from July 1st through June 30th.
6. The salary guide attached herein and made part of and labelled Appendix A, shall constitute the salary guide for the 1970-1971 school year and the issue of a salary guide shall be a topic for negotiations in future contract talks.

## ARTICLE VII

### TRANSFERS, RE-ASSIGNMENTS, VACANCY AND NEW POSITION

1. The Association and District agree that transfer of employees from one position to another may be disturbing to the individual involved; however, it is sometimes necessary to transfer a member of the bargaining unit to another position in order to continue to serve the educational needs of the children of the School District of the City of Englewood. In all such transfers, this matter will be discussed by the immediate supervisor and the employee.
2. The School District will relocate employees at their request when (1) there is a vacancy, (2) it is determined by the immediate supervisor that the individual requesting the transfer has the necessary skills and abilities to perform the work at the new position, and (3) is in the best interest of the Englewood Public Schools.
3. The Board of Education agrees to notify all members of the Association secretarial-clerical openings at least ten (10) days prior to a closing date for applications.
4. Employees interested in consideration for a vacancy must make written application for the position not later than the specified closing date.
5. When an employee is transferred from one class to another, said employee should remain on the same step in the new class with no reduction in salary.

## ARTICLE VIII

### FAIR DISMISSAL PROCEDURE

1. Any employee not being re-employed will be given reasons therefor.

## ARTICLE IX

### SICK LEAVE

1. As of July 1, 1970, all full-time, 12 month regularly employed secretaries shall be entitled to 12 days sick leave each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit in accordance with the law.
2. The Board may grant, upon one year's prior written notice of retirement, an additional salary increment for the last year of employment equal to a maximum of \$600.00 To be eligible for such increment, the individual employee must have consistently been employed in the Englewood Schools for the ten years immediately preceding retirement and shall have accumulated unused sick leave days of not less than thirty. Said increment may be granted upon the recommendation of the Superintendent of Schools.

## ARTICLE X

### EMERGENCY LEAVES

1. The Board and the Association recognize that personal emergencies arise from time to time which by their very nature interfere with or render impossible an employee's attendance to her job responsibilities. Because of the burden that emergencies place on both the individual and the school system, the Board in the past has established the concept of temporary leaves of absence for emergencies which cannot be anticipated or handled during off hours, weekends or school holidays.

Accordingly, the Board and the Association agree that every effort should be made to keep such absences to a minimum.

2. In order to insure as much continuity as possible, an employee shall apply for emergency leave with as much advance notice as the situation reasonably allows. Application should be made by the employee on forms obtainable in the Business Administrator's office and a copy immediately transmitted to the office of the Superintendent of Schools for action on the request.

3. All applications for reasonable leave in connection with death or serious illness in the immediate family will be granted with full compensation. In this regard the Board and the Association agree that except when unusual circumstances call for either a longer or shorter period, five (5) days of leave in connection with death in the immediate family and three (3) days of leave in connection with illness in the immediate family shall be considered reasonable.

ARTICLE X (Continued)

4. With respect to applications for emergency leaves involving, but not limited to, death of close friends or other than immediate family, extended illness of the individual employee or emergencies of a personal nature, the Superintendent may allow said leave with full salary or any portion thereof. The Superintendent's action on an individual request will depend on the reason for the absence and the employee's statement of the circumstances giving rise to the emergency. Up to five (5) days per year in this category may be granted by the Superintendent with full salary.

## ARTICLE XI

## EMPLOYEE IMPROVEMENT

In an attempt to provide the most efficient and economical work force possible, the Board agrees:

A. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions or other such sessions which an employee is required by the administration to take. Said employee shall also be compensated for all time spent in actual attendance at said sessions beyond his regular working day at his regular rate.

B. To cooperate with the Association in arranging in-service courses, workshops, and programs designed to improve the quality of work performed by its employees. In-service programs shall be conducted during the normal workday when possible. All such programs conducted after the normal workday or during normal non-working time shall be compensated for at the employee's regular rate.

C. To pay 50 per cent of the cost of tuition for job related courses taken voluntarily.

## ARTICLE XII

### INSURANCE PROTECTION

1. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee while actively employed or on leave, and in cases where appropriate for family-plan insurance coverage.

A. For each employee who remains in the employ of the Board for a full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th: when necessary, premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

B. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- (1) Hospital room and board and miscellaneous costs
- (2) Out-patient benefits
- (3) Laboratory fees, diagnostic expenses, and therapy treatments
- (4) Maternity costs
- (5) Surgical costs
- (6) Major-medical coverage

2. The Board shall study the feasibility of continuing health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association.
3. The Board shall provide to each employee a description of the conditions and limits of coverage as listed above.
4. Any employee on leave who desires a change in insurance coverage may request such change and pay for the additional cost of such change during the time that said leave is in effect.

## ARTICLE XIII

## VACATIONS

1. Vacations will be granted by the Board at such times during the year as are suitable considering both the wishes of the employee and efficiency of the operation of the department concerned.

2. Vacations will be granted to employees by the Board as indicated by the following schedule:

after probationary period to 1 year	1 year to less than <u>5 years</u>	5 years to less than <u>10 years</u>	10 years or more
pro-rated	12 days	15 days	20 days

(Days are defined as working days)

3. On July 1 of each school year vacations will be granted for service performed during the preceding school year. All vacation time so granted must be used during the following school year and cannot be carried over into the succeeding year.

4. Vacations may be split into one or more weeks, or one day at a time, providing such scheduling does not interfere with the operation of the department concerned.

5. When a holiday is observed by the Board during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

6. Illness incurred during a vacation will not be charged to sick leave but to vacation time. Unusual circumstances may

be reviewed by the Superintendent of Schools.

7. Extension of the time beyond the entitled vacation period must be requested in advance, recommended by the immediate supervisor and approved by the Superintendent of Schools and shall be taken at the individual's own expense, and shall not be drawn from personal business, vacation, sick leave, or any other paid leave time.

8. If a regular pay day falls during an employee's vacation, she will receive that check in advance upon three weeks written notice before going on vacation.

## ARTICLE XIV

### EMPLOYEE SAFETY AND PROTECTION

1. During the times when there are no children in school, the Employer will make every effort to assign custodians to the same work area as the secretaries.

## ARTICLE XV

## MISCELLANEOUS

1. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.
2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
3. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
4. Copies of this Agreement shall be printed at the expense of the Board and presented to all present employees and future employees.

5. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by registered letter, return receipt requested, at the following addresses:

1. If by the Association, to:

Mr. George Hantgan, President  
The Board of Education of the City of Englewood  
51 Englewood Avenue  
Englewood, New Jersey 07631

2. If by the Board, to:

Mrs. Florence Branagan, President  
The Englewood Educational Secretaries Association  
190 John Street  
Englewood, New Jersey 07631

## ARTICLE XVI

### DURATION

The provisions of this Agreement shall be effective as of July 1, 1970 and shall remain in full force and effect until midnight June 30th 1971, subject to the right of the Board and Association to negotiate for a modification of this Agreement as provided in Article II of said Agreement.

The School District of the City of Englewood

By Hilary Haughton  
President of the Board of Education

The Englewood Educational Secretaries Association

By Florence Branagan  
President

## APPENDIX A

SECRETARIAL SALARY GUIDE

1970-1971

52 WEEK

	CLASS A Annual Wkly	CLASS B Annual Wkly	CLASS C Annual Wkly	CLASS D Annual Wkly	CLASS E Annual Wkly	CLASS S Annual Wkly						
1	\$3,900.	75.	\$4,212.	81.	\$4,472.	86.	\$4,732.	91.	\$4,992.	96.	\$5,512.	106.
2	4,368.		4,718.		5,009.		5,300.		5,592.		6,174.	
3	4,660.		5,009.		5,300.		5,592.		5,883.		6,465.	
4	4,951.		5,300.		5,592.		5,888.		6,174.		6,756.	
5	5,300.		5,650.		5,941.		6,232.		6,523.		7,106.	
6	5,592.		5,941.		6,232.		6,523.		6,815.		7,397.	
7	5,883.		6,232.		6,523.		6,815.		7,106.		7,688.	
8	6,174.		6,523.		6,815.		7,106		7,397.		7,979.	
9	6,756.		7,106.		7,397.		7,688.		7,979.		8,561.	
10	7,048.		7,397.		7,688.		7,979.		8,270.		8,853.	
11	7,339.		7,688.		7,979.		8,270.		8,562.		9,144.	
12	7,630.		7,979.		8,270.		8,562.		8,853.		9,435.	

ENGLEWOOD PUBLIC SCHOOLS  
Englewood, New Jersey

29.

OFFICE PERSONNEL CLASSIFICATION

CLASS A

Clerk-Typist

Adult School  
Library  
General

Switchboard Operator

CLASS B

Clerical

Administration Office  
School Office Assistants

Secretary

Dwight Morrow High School Assistant Principals  
Elementary Schools

CLASS C

Secretary

Guidance  
Junior High School  
Special Administration

Payroll Clerk - NCR Operator

CLASS D

Secretary

Buildings and Grounds  
Dwight Morrow High School  
Bookkeeper-Treasurer

CLASS E

Secretary

Assistant Superintendent

CLASS S

Secretary

Superintendent of Schools

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE CITY  
OF ENGLEWOOD

WITNESS:

By Hilda Kuehn

And John P. McCallum

ENGLEWOOD EDUCATIONAL SECRETARIES  
ASSOCIATION

WITNESS:

By Florence Branagan - 6/23/70  
President

And Susan M'Callum 6.23.70  
Secretary